

October 7, 2019 7:00 pm

JONES COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET

TRENTON, NC 28585

MINUTES

COMMISSIONERS PRESENT:

Mike Haddock, Chairman
Frank Emory, Vice-Chairman
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Dunn, Jr., Commissioner
Charlie Gray, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Brenda Reece, Finance Officer
Angelica Hall, Clerk
Ross Hardeman, County Attorney
Ryan Mills, EM Coordinator

COMMISSIONERS ABSENT:

The Chairperson called the meeting to order and Commissioner Charlie Gray gave the invocation.

MOTION was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock and unanimously carried **THAT** the agenda be **APPROVED** with the following additions:

10. Update-Courthouse
11. Ryan Cox, Holland Associates

MOTION made by Commissioner April Aycock, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the minutes for the Regular Meeting on September 3, 2019 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

Mr. Charles Archinal, Forest Glen Road, came before the Board to address the issue with the waterline. Mr. Archinal expressed his concerns and also informed the Board that he was able to have money committed to the project to fix the road, however, the hold up is with the waterline being moved. Mr. Archinal understands the County is looking into receiving funding from Goldenleaf and hopes the County will have other means for the project even if the Goldenleaf is not available.

Ms. Sally Mead, Forest Glen Road, stated she agreed with everything Mr. Charles Archinal stated and that she has lived there for over 20 years and never had a problem until the waterline was put in.

1. TAX COLLECTORS REPORT- AUGUST 2019

Mr. Franky Howard presented the Tax Collectors Report for August 2019 to the Board. This is for information only. A copy of the report is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

2. JAG GRANT-SHERIFF'S OFFICE ZERO TOLERANCE II

Mrs. Brenda Reece, Finance Officer, presented the Board with the JAG Grant for the Sheriff's Office. Mrs. Reece explained that the Sheriff's Office applied for a Zero Tolerance JAG grant in the amount of \$24,500.00 and they have received an award letter. This grant will allow the Sheriff's Office to obtain needed safety equipment. They will be purchasing 11 ballistic vests with camera system and a rescue gear camera. Mrs. Reece explained that this equipment would benefit the safety of the deputies during an arrest. Mrs. Reece also informed the Board that there was no match required for this grant. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock, and unanimously carried **THAT** the grant be **APPROVED** as presented. A copy of the project overview is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

3. BUDGET AMENDMENT #7

Mrs. Brenda Reece, Finance Officer, presented the Board with Budget Amendment #7. First, Mrs. Reece explained to the Board that NCDOT started invoicing for the unspent funds that were allocated through the Rural Operating Assistance Program (ROAP). In the past, unspent funds were kept and rolled over into the next fiscal year within the same program. However, starting this year, they are invoicing for the unspent funds and requiring repayment within 30 days. Mrs. Reece informed the Board that we are required to pay back \$35,551.88 that was unspent during last fiscal year. Next, Mrs. Reece explained that the other two items on the Budget Amendment were the Zero Tolerance II Grant that was presented as item #2 on the Agenda and the Zero Tolerance III that was presented and approved at the Commissioner's meeting on September 16, 2019. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** budget amendment #7 be **APPROVED** as presented. A copy of the budget amendment is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

4. 2020 HOLIDAY SCHEDULE

Mrs. Brenda Reece, Finance Officer, presented the Board with the 2020 Holiday Schedule for approval. **MOTION** made by Commissioner James Harper, seconded by Commissioner

April Aycock, and unanimously carried **THAT** the 2020 Holiday Schedule be **APPROVED** as presented. A copy of the schedule is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

5. INTRODUCE NEW EMPLOYEES, RECREATION AND ECONOMIC DEVELOPMENT

Mr. Franky Howard, County Manager, introduced the following new employees to the Board.

- Eldridge Paige, Jr, Recreation Coordinator
- John Bender, Economic Developer/Planner

6. GOLDENLEAF GRANT- \$279,000.00

Mr. Franky Howard, County Manager, presented the Board with a resolution to accept the Goldenleaf Grant for the damaged vehicles and equipment. Mr. Howard informed the Board that we are prepared to move forward with the purchase of a F-250 replacement vehicle for the Sheriff's Office and a Ford Escape for the Tax Office. Also, we will be replacing the inflatable boat for the Emergency Management Department. Mr. Howard explained that these were all damaged during Hurricane Florence and can be replaced with the use of these Grant Funds and will be no cost to the County. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** resolution for the Goldenleaf Grant in the amount of \$279,000.00 be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

7. BROCK MILL POND MOA WITH NC WILDLIFE, PUBLIC FISHING DOCK

Mr. Franky Howard, County Manager, presented the Board the official MOA with NC Wildlife and Jones County for the Fishing Pier and Boardwalk and the Brock Mill Pond. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** MOA be **APPROVED** as presented. A copy of the MOA is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

8. UPDATE ON HAZARD MITIGATION- GOLDENLEAF GRANTS

Mr. Franky Howard, County Manager, provided the Board an update on Goldenleaf Grants. Mr. Howard explained that several grant applications were submitted to Goldenleaf. Mr. Howard explained that some of the applications were considered for Hazard Mitigation, for example, generator upgrades and waterline relocations. Mr. Howard stated that Goldenleaf plans to take the items to the Board for consideration at their December Board meeting. This is for information only.

9. UPDATE ON FOREST GLEN ROAD WATERLINE

Mr. Franky Howard, County Manager, presented the Board with an update on the Forest Glen Road Waterline. Mr. Howard informed the Board that he had spoken with Goldenleaf about

the request for Hazard Mitigation funds for the project. Mr. Howard stated that he spoke with Mike Houston, Water Supervisor, and he informed him that he received a quote for the repair at a cost of just over \$28,000.00. Mr. Howard informed the Board that even if the county receives the grant it would be later in the year before the funds are received and asked the Board if we could front the cost for the project until funds are later received from Goldenleaf. Mr. Howard did state that there was no guarantee that the county would receive the grant from Goldenleaf. **MOTION** made by Commissioner April Aycock, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the repairs to the waterline on Forest Glenn Road be paid for by the County with the understanding that even if the Goldenleaf Grant is not approved the County will be responsible for the repair of the waterline.

10. COURTHOUSE UPDATE- CHRIS HENDERSON, JONES COUNTY CLERK OF SUPERIOR COURT

Mr. Chris Henderson, Jones County Clerk of Superior Court, provided the following update to the Board. From July 1, 2018- June 30, 2019 a total of \$196,049.00 was turned in.

- \$53,553 Facility fees
- \$15,752 Sheriff's fees
- \$9,600.53 Jail Fees
- \$96, 561 Board of Education
- \$20,391 Board of Education

Mr. Henderson informed the Board that there was a lot of good feedback about how good everything looks and sounds in the courtroom. Mr. Henderson informed the Board that the Senate Bill 429 passed and Jones County would be receiving \$500,000 for courthouse repair due to the Hurricane. With those funds, Mr. Henderson requested an air quality test be done and requested the replacement of the old heating and air system.

11. DRA UPDATE- RYAN COX, HOLLAND AND ASSOCIATES

Mr. Ryan Cox, Holland Consulting, presented to the Board policies for approval to move forward with the program. Mr. Cox explained the policies and funding to the Board. The resolutions are as follows: 1. Project Budget Ordinance, 2. Financial Management Resolution, 2. Housing Assistance Policy, 4. Housing Construction Contract Award Policy, 5. Temporary Relocation Policy and 6. Procurement Standards Policy/Plan. There was discussion from the Board. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the policies be **APPROVED** as presented. A copy of the policies are marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

COUNTY MANAGER'S REPORT

- Grant Award of \$20,000 was received from Duke Energy for Swift Water Team.
- Bid for the Water Project is out.
-

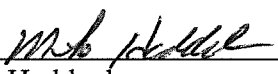
COMMISSIONER'S REPORTS

Commissioner April Aycock requested an air quality test be done at the courthouse. Also, requested that the homes be made priority over FEMA trailers when looking at funding especially if the living condition is not good.

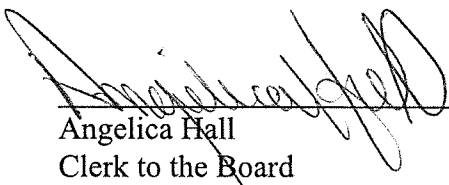
PUBLIC COMMENT

Mrs. Donna Paige applauded the Commissioners on the work they have accomplished this far.

MOTION made by Commissioner Charlie Gray, seconded by Commissioner Charlie Dunn Jr. and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:10 p.m.



Mike Haddock
Chairman



Angelica Hall
Clerk to the Board



COUNTY OF JONES
JONES COUNTY TAX OFFICE
P.O. BOX 87
Trenton, NC 28585-0087

Hope Avery
Tax Administrator/Assessor

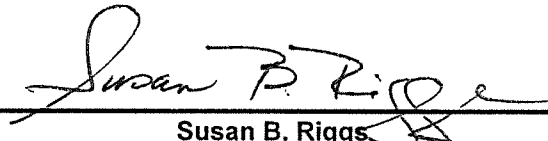
Susan Riggs
Tax Collector

September 16, 2019

Jones County Tax Collector:

For the Month of August:

2019 Levy Collection by Tax Office:	\$ 609,019.75
2019 Levy Collection by NCVTS:	63,357.57
2009-2018 Levy Collection:	26,929.64
Total Levy Collection:	\$ 699,306.96



Susan B. Riggs
Jones County Tax Collector

2019 Levy as of 08/31/2019: \$ 5,797,269.04

Collected on 2019 Levy as of 08/31/2019: 813,785.78

Other Levy Reduction:

Refunds:	(2,093.11)
Write-Offs:	5.49
Total Levy Reduction:	\$ 811,698.16

Percent (%) of Levy Reduced as of 08/31/2019: 14.00%

Percent (%) of Levy Reduced as of 08/31/2018: 13.93%

Project Overview

EXHIBIT B

Project ID
PROJ012861

Start Date
10/01/2018

Grant Manager
Keith Bugner
Carolyn.locklear@ncdps.gov

Financial Officer
Brenda Reece
breece@jonescountync.gov
252-448-5111

Project Name
2018 - Jones County Sheriff's Office - Zero Tolerance II

End Date
09/30/2020


Project Director
Daniel Pridgen
dpridgen@jonescountync.gov
252-448-0035

Authorizing Official
Franky Howard
fhoward@jonescountync.gov
252-448-7571

Project Summary

The Sheriff's Office is seeking funding to assist with essential equipment updates.

Budget ALL

 Budget reflects all reimbursements that have been paid or currently in process.

Name	Quantity		Unit Cost	Fed Share		Match Share	
	Budgeted	Remaining		Budgeted	Remaining	Budgeted	Remaining
SURPLUS							
Surplus	0.00	0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
SUPPLIES							
Ballistic Vest	11.00	11.00	\$870.00	\$9,570.00	\$9,570.00	\$0.00	\$0.00
Camera accessories	1.00	1.00	\$2,189.52	\$2,189.52	\$2,189.52	\$0.00	\$0.00
Equipment Trailer	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MDT	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MDT w/ Accessories	1.00	1.00	\$1,430.48	\$1,430.48	\$1,430.48	\$0.00	\$0.00
Nikon Camera	6.00	6.00	\$1,000.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00
Outer Carriers	11.00	11.00	\$250.00	\$2,750.00	\$2,750.00	\$0.00	\$0.00
Rescue Gear Camera	8.00	8.00	\$320.00	\$2,560.00	\$2,560.00	\$0.00	\$0.00

Budget Summary

This project requires a match of 0%. This can be either cash match or in-kind match. If you have not met the required match, you can change the match contributions by clicking the link next to each budget line. Matching funds may include local, state or private funds, but not other federal funds.

Category	Year 1	Total
SURPLUS	\$0.00	\$0.00
SUPPLIES	\$24,500.00	\$24,500.00
Total Budget	\$24,500.00	\$24,500.00
(-)Match Funds	\$0.00	\$0.00
TOTAL FEDERAL REQUEST	\$24,500.00	\$24,500.00

Describe amount & source of matching funds.
Matching funds may include local, state or private funds, but not other federal funds.

Organization

Name:	Tax ID:
County of Jones	566000312
DUNS:	SAM Expiration:
095116935	04/10/2020
Address:	City:
792 NC Hwy 58 North	Trenton
State:	Zip:
North Carolina	28585-0000
Phone:	Fax:
252-448-0035	252-448-1693
Fiscal Year End Date:	
06/30	

Implementing Agency

Name:	# Of Sworn Officers (Law Enforcement Agencies):
Jones County Sheriff's Office	18
Address:	City:
792 NC Hwy 58 North	Trenton
State:	Zip:
North Carolina	28585-0000
Phone:	Fax:
(252) 448-0035	252-448-1693

General Information

NC House Districts	NC Senate Districts	
13	06	
US Congressional Districts	NC Counties	
01	Jones	
Project Area Population	Principle Place of Performance	Zip
10,275	Trenton	28585-7680

Abstract & Narrative

Project Abstract (The Problem): Briefly describe project's purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need.

This project will equip the Jones County Sheriffs Office with the essential equipment needed to combat a rapidly increasing crime rate, in our economically challenged county. Giving deputies equipment, tools and training to allow the Department to expand our partnerships with citizens, government agencies and businesses to reduce crimes and improve areas for economic development. The Sheriffs' Office also realized that in order to support our community in the prevention of crime, our agency needed to change its approach to service delivery by becoming better organized in how we responded to over 30,000 calls for service, investigated crimes, narcotics and narcotics manufacturing, and clearing them, even when we were tasked with uneven demands. We have come to realize that the need for updated equipment and tools is much needed to protect and serve the county. The Jones County Sheriffs' Office, a law enforcement agency of 18 sworn full time deputies, serving a Rural / Farm county of approximately 10,275 citizens in a 470.1 sq. mile area. Our town citizen's average income is below \$25,000 per year, and 17% of our population is below the poverty line. The area consists of rural fields /

forest and farm land With the Croatan National Forrest covering the majority of the Southern part of the county, as well as Hoffman Forest covering the South Western side of the county. The Croatan forest covers 159,885 acres of coastal land with over half of it lying in Jones County.

Project Narrative (Operation): Include a description of how grant funded positions are integral to the project and how contractual, travel, operating, and equipment expenses will support the project. Discuss how you will collaborate with other agencies. Focus on the project – do not give agency history, do not repeat abstract.

The Jones County Sheriff's Office would like to purchase updated MDT's, new ballistic vest, and a search & rescue equipment trailer(trailer will not require registration) through the 2018 GCC Block Grant. We do what we can with what we have however, grant funding for up to date modern equipment would not only help in this fight against the abuse of narcotics and crimes that follow it, but also in the effort to preform search and rescue operations. With the Croatan National Forrest covering the majority of the Southern part of the county, as well as Hoffman Forest covering the South Western side of the county. The Croatan forest covers 159,885 acres of coastal land with over half of it lying in Jones County. It is bordered on three sides by the Neuse River, the Bogue Sound, and the White Oak River. Two of the Rivers flowing right through the heart of our county. The Hoffman Forrest is 80,000 acres, with a large portion of the forest in the south western side of Jones county. This equipment will aid with faster and more organized response times, and officers that are better equipped to handle the tasks at hand safely.

Project Timeline of Activities

After receipt of the grant award, the Jones County Sheriff's Office will be able to purchase the much needed equipment that will assist in further investigation of crimes, allow Officers to be more organized/informed, and allow the Sheriff's Office to respond to search and rescue emergencies faster with essential equipment. This will assist with the arrest and prosecute/convict criminals. Which in turn will deter the criminal element from wanting to set up show in our county. It will also assist in the effort to safe lives, and serve our county better.

Describe your formal, working sustainability plan for the project and how it will result in permanent operational funding (not GCC funding) once this grant ends.

With our limited budget, we could not afford the initial cost of the grant funded items and equipment. However, with grant funding to absorb the initial cost, we are able to forecast the maintenance and upkeep of the requested equipment in the future budget.

Goals

Goal 1 - Update Officer equipment and capabilities.

Objectives

Objective 1

Update Officers Equipment, which can enhance the officers abilities on the street to better serve our citizens and protect themselves in today's turbulent times.

Performance Measure

To see improvement in the capabilities of Deputies, and better serve the community with capabilities that were not previously available.

Evaluation Method

Better rate of closing out calls for service without the need of outside resources.

Certification

A. Certification of Non-Supplanting

The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program

The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

Office:

Name:

Title:

Address:

Telephone:

The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have been read and that no Equal Employment Opportunity Program is required to be filed by the implementing agency because:

Please check all the boxes that apply.

Recipient has less than 50 employees

Recipient is an Indian tribe

Recipient is a non-profit organization

Recipient is an educational institution

Recipient is a medical institution

Recipient is receiving an award less than \$25,000

C. Certification of Submission of Annual Audit:

The project director certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor's Crime Commission, as required by General Statute 143C-6-23. NOTE: If you receive, expend, or obligate over \$500,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a "yellow book" audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

D. Certification of Submission of Current Annual Operating Budget:

The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds:

The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.]

F. Certification Regarding Lobbying: (for agencies receiving \$100,000 or more)

The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any agreement; (2) if any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only)

The project director certifies that (1) a drug-free workplace awareness program was held on 12/01/2017 and/or will be held annually on 12/3/2018 which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only)

The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at <http://www.ncdoj.gov/AgenciesRequiredList.aspx>.

I. IRS Form 990 and IRS Form 990-EZ:

The project director certifies that the most recently-filed IRS Form 990 ("Return of Organization Exempt From Income Tax") or IRS Form 990-EZ ("Short Form Return of Organization Exempt from Income Tax") for the implementing agency has been uploaded with this project application as one or more pdf (Portable Document Format) attachments.

The project director certifies that neither an IRS Form 990 nor an IRS Form 990-EZ has been uploaded with this project application for the following reason:

The implementing agency is not a nonprofit organization.

The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ.

The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ and that has not to-date filed an IRS Form 990 or an IRS Form 990-EZ.

Budget Amendment

Date: 10/7/2019

Fund: General Fund

Fiscal Year: 2019-2020 Amendment #7

Increase Revenues

Fund Balance	Fund Balance	11-0991-4991-00	35,551.88
Restricted Other	JAG - Zero Tolerance II	11-0213-4431-14	24,500.00
Restricted Other	JAG - Zero Tolerance III	11-0213-4431-14	49,962.00
Total Increase in Revenues			110,013.88

Increase Expenditures

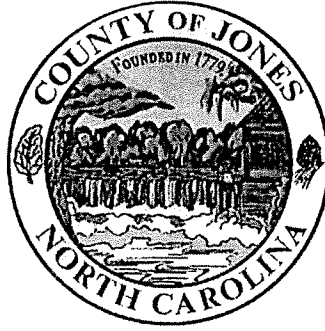
Rural Transportation		11-5862-5299-90	35,551.88
Sheriff	Fixed Assets Under \$5000	11-4310-5500-00	24,500.00
Sheriff	Fixed Assets Under \$5000	11-4310-5500-00	49,962.00
Total Increase in Expenditures			110,013.88


 Chairman


 County Manager


 Clerk to the Board


 Finance Officer



2020 Holiday Schedule

New Year's Day	January 1, 2020	Wednesday
Martin Luther King, Jr. Birthday	January 20, 2020	Monday
Good Friday	April 10, 2020	Friday
Easter Monday	April 13, 2020	Monday
Memorial Day	May 22, 2020	Monday
Independence Day	July 3, 2020	Friday
Labor Day	September 7, 2020	Monday
Veteran's Day	November 11, 2020	Wednesday
Thanksgiving	November 26 & 27, 2020	Thursday & Friday
Christmas	December 23, 24, & 25, 2020	Wed, Thurs, & Friday

EXHIBIT E

INTRO BY: Franky Howard, County Manager

DATE: October 7th, 2019 **ITEM:** _____

RESOLUTION: Authorizing the purchase of (1) 2020 Ford F-250 Crew Cab 4x4 at \$35,179.47 for Jones County Sheriff's Office, (1) 2019 Ford Escape FWD at \$23,025.35 for Jones County Tax Office, (1) 14'2" Heavy Duty Welded Inflatable Boat with 25HP Evinrude motor at \$10,042.00 for Jones County Emergency Services.

SUBJECT AREA: Financial

ACTION REQUESTED: To authorize the Emergency Services Director to purchase (1) 2020 Ford F-250 Crew Cab 4x4 at \$35,179.47 for Jones County Sheriff's Office, (1) 2019 Ford Escape FWD at \$23,025.35 for Jones County Tax Office, (1) 14'2" Heavy Duty Welded Inflatable Boat with 25HP Evinrude motor at \$10,042.00 for Jones County Emergency Services. With funds made available through a Golden Leaf Grant.

HISTORY/BACKGROUND: Jones County Emergency Services placed a grant application into Golden Leaf to help with Jones County Disaster Recovery following hurricane Florence in 2018. Through the implementation of this grant it will provide replacement of (1) Jones County Sheriff's Office vehicle, (1) Jones County Tax Office vehicle, (1) Jones County Emergency Services Boat, as well as the relocation of the Jones County Convenient Site. Golden Leaf awarded Jones County with \$279,000.00 grant. Budgeted Amounts are as follows: \$45,000.00 for Jones County Sheriff's Office Vehicle, \$10,000.00 Jones County Emergency Services Boat, \$25,000.00 Jones County Tax Office Vehicle, \$199,000.00 Jones County Convenient Site relocation.

EVALUATION: Jones County Emergency Services staff has researched pricing \$10,042.00 Boat will be purchased from Mid-Atlantic Rescue Systems, Inc., the \$35,179.47 Sheriff's Office Vehicle will be purchased from Brock Motor Company, as well as the \$23,025.35 Tax Office Vehicle will be purchased from Brock Motor Company. The replacement of this equipment is due to the damage from Hurricane Florence in September 2018. This equipment was only insured with liability during the time of damage. Jones County Emergency Services staff respectively recommend approval.

MANAGER'S RECOMMENDATION:
Respectfully recommend approval.

FJH Initials

RESOLUTION: NOW THEREFORE, BE IT RESOLVED by the Jones County Board of Commissioner's that the Emergency Services Director is authorized to execute purchase orders for (1) 2020 Ford F-250 Crew Cab 4x4 at \$35,179.47 for Jones County Sheriff's Office, (1) 2019 Ford Escape FWD at \$23,025.35 for Jones County Tax Office, (1) 14'2" Heavy Duty Welded Inflatable Boat with 25HP Evinrude motor at \$10,042.00 for Jones County Emergency Services with funds granted from Golden Leaf.

AMENDMENTS:

MOVED Sandra Ippert-Riggs SECONDED James Harper

APPROVED ✓ DENIED _____ UNANIMOUS _____

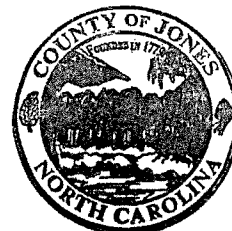
YEA VOTES: AYCOCK ✓ DUNN ✓ EMORY ✓ GRAY ✓
HADDOCK ✓ HARPER ✓ RIGGS ✓

Mike Haddock
Chairman

10-7-2019
Date

Amber Hall
ATTEST

10-7-2019
Date



This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, DATE 10/7/19
FINANCE OFFICER Anna C. Rees

MEMORANDUM COOPERATE OF AGREEMENT

BETWEEN

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

AND

JONES COUNTY

THIS Agreement, made and entered into this 7th day of October 2019, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and **Jones County**, hereinafter called the **County**;

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public fishing access in inland waters for the benefit of the anglers of North Carolina; and

Whereas, it is desirable for the **Commission** to improve public fishing access at Brock's Mill Pond owned and controlled by the **County**; and

Whereas, it is desirable for the **County** to increase the recreational opportunities for the public by cooperating with the **Commission** to improve angler access at Brock's Mill Pond;

Now, therefore, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

A. The COMMISSION agrees:

1. To design and construct a universally designed fishing pier and ADA parking at a mutually agreed upon site at Brock's Mill Pond;
2. To work in cooperation with NCDOT to include sidewalk connections into Trenton as an additional project scope element;
3. To serve as the manager of the construction project, applying for, complying with, and receiving all permits necessary for the fishing access project at Brock's Mill Pond;
4. To provide construction drawings of the fishing access project at Brock's Mill Pond for review, revision, and approval of the **County** prior to construction;
5. To provide construction materials (e.g., lumber, hardware, floats, chain, gravel, concrete, etc.) and personnel for the fishing access project at Brock's Mill Pond;
6. To be responsible for future necessary repairs to the fishing access area that require design consultation or pier section replacement;

7. To provide and install a kiosk and signage identifying the Brock's Mill Pond Public Fishing Area; and
8. To include the Brock's Mill Pond Public Fishing Area on patrols of **Commission** Wildlife Enforcement Officers.

B. The COUNTY agrees:

1. To permit **Commission** personnel engaged in planning, construction or post-construction work, and stocking activities access to Brock's Mill Pond;
2. To provide any additional signs for posting on the fishing pier or kiosk at Brock's Mill Pond for review, revision and approval of the **Commission** prior to installation;
3. To be responsible for any repairs that do not require design consultation or pier section replacement. Such repairs include but are not limited to single board replacement and rail repairs to the fishing pier;
4. To maintain the grounds surrounding the site, providing appropriate outdoor trash receptacles, keeping the grass mowed at regular intervals year round, and litter removed regularly;
5. To ensure that the **Commission** is recognized in all press releases, brochures and, advertisements developed by the **County** concerning visitation and usage of Brock's Mill Pond Public Fishing Area;
6. To permit fishing by the general public at the Brock's Mill Pond Public Fishing Area;
7. To take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability; and
8. To comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement including those of federal, state, and local agencies having jurisdiction and/or authority.
9. To provide \$14,500 for composite lumber upgrades.

C. It is mutually agreed:

1. That Brock's Mill Pond Public Fishing Area is the formal name of the access area;
2. The purpose of the Brock's Mill Pond Public Fishing Area is to provide public access for fishing. It is unlawful to use any public fishing area for purposes other than fishing as stated in 15A NCAC 10E .0104(f);

3. That the fishing pier becomes property of the **County** after construction is completed;
4. That fishing regulations and licenses, as required by state law, shall be jointly publicized and enforced by the **Commission**;
5. That nothing in this Agreement shall obligate either party to any conditions not specifically stated herein;
6. That this Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 25 years from the date of signing;
7. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. If the termination request is made by the **County**, the **County** agrees to refund the **Commission** a pro-rated portion of the funds used to construct and install the fishing access project based on the 25-year life expectancy of the fishing pier;
8. That during and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9).
9. That the **County** shall hold and save the **Commission**, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the **County** in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the **County**. The **County** represents and warrants that it shall make no claim of any kind or nature against the **Commission's** agents who are involved in any planning, construction or post-construction work, and stocking activities. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Agreement.
10. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements;
11. This Agreement may be amended only by a written amendment duly executed by the **Commission** and the **County**;
12. The failure to enforce or the waiver by the **Commission** of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance;
13. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war,

hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God;

14. That notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the **Commission** under applicable law.

In witness whereof, the parties hereto have executed this Agreement the day and year of the last signatory.

Approved and agreed to:

N.C. Wildlife Resources Commission

Gordon Myers, Date
Executive Director

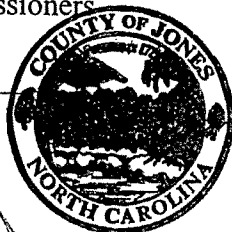
Gary Gardner Date
Engineering Section Chief

Jones County

Mike Haddock, Chairman
Jones County Board of Commissioners

10-7-2019

Date



ATTEST

Angela Hall, Clerk to the Board
Jones County Board of Commissioners

10-7-2019

Date

This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. DATE 10/7/19
FINANCE OFFICER Brenda C. Rouse


JONES COUNTY
NC DISASTER RECOVERY ACT PROGRAM (DRA-2018)
Resolution Approving Administrative Guidelines and Policies

WHEREAS, Jones County wishes to carry out its NC Disaster Recovery Act Program (DRA-2018) in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, the Jones County Board of Commissioners hereby collectively adopts the following plans and policies, and resolves that they be utilized during the administration of the Jones County NC Disaster Recovery Act Program (DRA-2018):

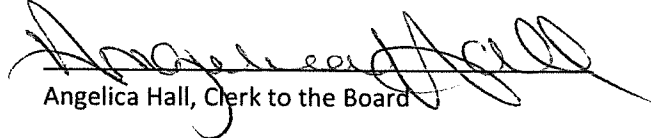
1. Project Budget Ordinance (DRA-2018)
2. Financial Management Resolution
3. Housing Assistance Policy
4. Housing Construction Contract Award Policy
5. Temporary Relocation Policy
6. Procurement Standards Policy/Plan

Adopted this 17th day of October 2019.



W. Michael Haddock, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica Hall, Clerk to the Board

JONES COUNTY
NC DISASTER RECOVERY ACT PROGRAM (DRA-2018)
Project Budget Ordinance

Be it ordained by Jones County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the North Carolina Disaster Recovery Act (DRA-2018) Program described in the work statement contained in the DRA Program Memorandum of Agreement (DRA_FLO_13624-H) between Jones County and the North Carolina Office of State Budget and Management (OSBM). This project is more familiarly known as the Jones County DRA-2018 Project.

Section 2. The Jones County staff is hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the NC Office of State Budget and Management, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

North Carolina Disaster Recovery Act (DRA-2018) Project

Total Grant Award	<u>\$1,100,000</u>
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Section 4. The following amounts are appropriated for the project activities:

North Carolina Disaster Recovery Act (DRA-2018) Project

Project Budget	<u>\$1,100,000</u>
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Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the NC Office of State Budget and Management required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Office of State Budget and Management in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this _____ day of _____, 2019.

W. Michael Haddock, Chairman
Jones County Board of Commissioners

ATTEST:

Angelica Hall, Clerk to the Board

JONES COUNTY
NC DISASTER RECOVERY ACT PROGRAM (DRA-2018)
Financial Management Resolution


WHEREAS, Jones County has received a North Carolina Disaster Recovery Act Program (DRA-2018) grant in the amount of \$1,000,000; and

WHEREAS, the North Carolina Administrative Code regulations require that Jones County designate a Grant Finance Officer and a depository for DRA-2018 funds;

NOW, THEREFORE, Jones County hereby resolves the following:

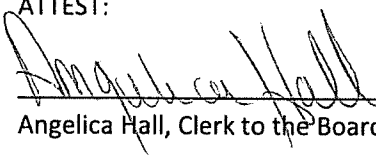
- (1) Brenda Reece, Finance Officer, will serve as Grant Finance Officer, and will be responsible for financial management of the program according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) BB&T in Trenton, NC, is hereby designated as the official depository for revenues budgeted for the DRA-2018 Programs.

Adopted this 7 day of October 2019.



W. Michael Haddock, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica Hall, Clerk to the Board

JONES COUNTY
NC DISASTER RECOVERY ACT PROGRAM (DRA-2018)
Housing Assistance Policy

WHEREAS, Jones County has received Disaster Recovery Act (DRA-2018) funds from the Office of State Budget and Management – Disaster Recovery Office to be used for immediate needs on residential property damaged during Hurricane Florence in September 2018; and,

WHEREAS, Jones County has entered into a Memorandum of Agreement (MOA) with the Office of State Budget and Management – Disaster Recovery Office to accept \$1,100,000 to be used for immediate residential needs as a result of Hurricane Florence; and

WHEREAS, the County requires a formal policy establishing guidelines for the provision of DRA housing assistance benefits;

NOW, THEREFORE, BE IT RESOLVED:

Jones County hereby adopts the following Housing Assistance Policy, to be used during implementation of the DRA Program for Hurricane Florence:

A. HOMEOWNER ELIGIBILITY AND PRIORITIZATION

Eligibility. A residential owner-occupied household is eligible for DRA funds if: (1) the household occupied the dwelling unit as a primary residence at the time of the event (Hurricane Florence, September 2018); (2) is low-to moderate-income (LMI) as defined in the Memorandum of Agreement (MOA) as annual income no greater than \$84,300 for a single- or multi-person household unless otherwise waived by the Office of State Budget and Management – Disaster Recovery office; and (3) complies with any further limitations as identified in the MOA.

Priority. Priorities shall be as follows:

- Households that have unmet housing needs and where the continued occupancy of the residence creates:
 - Threat to life safety.
 - Unsafe or unsanitary conditions.
 - Exposure to health hazards (mold, asbestos, lead).
- Households occupying FEMA temporary housing units.
- Households with unmet needs from the Hazard Mitigation Grant Program.
- Households with damages as a result of Hurricanes Matthew and Florence.
- Rental housing repairs for hurricane related damages.

B. ELIGIBLE ACTIVITIES

The MOA outlines the eligible activities these funds may be used for with limitations set forth by the Office of State Budget and Management – Disaster Recovery Office (OSBM-DR). The MOA shall serve as the official guidance document for the implementation of this program. While the MOA allows for several different types of projects, Jones County has elected to perform the following activities:

Rehabilitation or Reconstruction of Owner-Occupied Housing

- Limitations
 - Rehabilitation: Damage total less than 51% of the home's pre-disaster market value.
 - Reconstruction: Damages equal to or above 51% of the home's pre-disaster market value.

Rehabilitation or Reconstruction of Owner-Occupied Manufactured Homes

- Limitations
 - Rehabilitation: Damage total less than 51% of the home's pre-disaster market value.
 - Minimum \$1,000 in repairs
 - Maximum \$37,500 in repairs
 - Reconstruction: Damages equal to or above 51% of the home's pre-disaster market value.
 - Single-wide funding cap of \$65,000
 - Double-wide funding cap of \$90,000

Hazard Mitigation Projects – LMI does not apply to HM DRA projects if homeowner should be denied or missed the HMGP deadline.

- Acquisition
 - Property must be in a floodprone area
 - Elevation is not feasible; and/or
 - Acquisition would minimize flood risk or support stormwater mitigation
- Elevation
 - Home must be substantially damaged per the definition in the appropriate jurisdiction's Flood Damage Prevention Ordinance
 - Must be elevated in accordance with the appropriate jurisdiction's Flood Damage Prevention Ordinance or 2 feet above base flood elevation, whichever is greater. If the highest flood event exceeds aforementioned requirements, then 2 feet above the highest flood event may be used.
- Reconstruction
 - Should follow requirements provided in Rehabilitation or Reconstruction of Owner-Occupied Housing and Manufactured Homes as listed above.

State Acquisition Relocation Fund

- Replacement Property. Comparable replacement dwelling must:
 - Meet HUD requirements for comparable decent, safe, and sanitary dwellings.
 - A comparable replacement home is:
 - Decent, safe, and sanitary;
 - Functionally equivalent to the participant's displacement dwelling;
 - Available for purchase;
 - Affordable (i.e., having a monthly housing payment equal to or less than 30% of the participant's income);
 - Reasonably accessible to the participant's place of employment;
 - Generally as well located with respect to public and commercial facilities, such as schools and shopping, as the displacement dwelling;
 - Not subject to unreasonable adverse environmental conditions;
 - Available to all persons regardless of race, color, religion, sex, or national origin.
 - Decent, safe, and sanitary housing meets local housing and occupancy requirements, and
 - Is structurally sound, weather tight, and in good repair;
 - Contains a safe, adequate electrical wiring system;
 - Has adequate living space for the occupants;
 - Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator;
 - Has a separate, complete bathroom with hot and cold running water and sewage system;
 - Has heating as required by climatic conditions;
 - Has an unobstructed exit to safe, open space at ground level;
 - Is free of any barriers that would preclude reasonable use of the unit, if occupant has a physical disability.
 - Be located outside of floodplain areas as shown on the current Flood Insurance Rate Map (FIRM) (i.e., 100- and 500-year floodplain).
 - If not possible, the County will certify that no appropriate housing or housing sites are available outside of the floodplain, and will seek approval by OSBM-DR.
 - Qualify as "real property." Modular units or manufactured homes are acceptable if they are permanently affixed to real property.
 - Relocation must be within Jones County unless extenuating circumstances exist. These cases must be approved by Jones County and OSBM-DR.

- Terms and Limits of Assistance. The terms of DRA-funded replacement housing assistance shall be as outlined in the Jones County DRA Program Memorandum of Agreement (DRA_FLO_13624-H):
 - *Replacement Housing Assistance:* Eligible homeowners may be offered a gap payment in an amount up to but not exceeding \$50,000, which amount is the lesser of the difference in acquisition cost of the displacement dwelling and a comparable replacement dwelling (described above); OR the difference of acquisition cost of the displacement dwelling and the actual replacement dwelling selected by the displaced homeowner. Actual replacement dwelling must also meet the definition of a comparable replacement dwelling as described herein.
 - *Relocation (Moving Expense) Assistance:* Eligible homeowners may be provided with up to but not exceeding \$5,000 in moving expense assistance, based upon the HUD "Fixed Residential Moving Cost" schedule for the number of rooms of furniture in the displacement dwelling, PLUS closing costs associated with the purchase of the replacement dwelling. These costs include appraisal, survey, floodplain certification, title work and insurance, home inspection, termite inspection, recording fees, property taxes (prorated), and attorney fees for closing.


C. BASIC RIGHTS OF DISPLACED PERSONS

Jones County shall not require any displaced person to accept a dwelling provided by the County under these procedures (unless the County and the displaced person have entered into a contract to do so) in lieu of any relocation payment for which the person may otherwise be eligible.

D. APPEALS

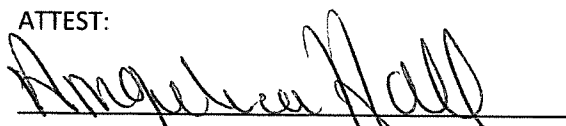
Any aggrieved person may file a written appeal with Jones County in any case in which the person believes that the County has failed to properly consider the person's eligibility for assistance under this policy, or has not provided assistance properly in accordance with this policy.

Adopted this 10th day of October, 2019.



W. Michael Haddock, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica Hall, Clerk to the Board

JONES COUNTY
NC DISASTER RECOVERY ACT PROGRAM (DRA-2018)
Housing Construction Contract Award Policy


During the performance of rehabilitation/housing activities included in the NC Disaster Recovery Act Program (DRA-2018), the county will utilize the following guidelines in the award of contracts to contractors who bid on the rehabilitation/reconstruction or demolition of specific dwelling units:

- 1) The County shall reserve the right to reject bids and rescind contract awards if one of the following conditions has not been met:
 - a. The contractor must have turned in all required forms, credit report, references, etc., with his bid;
 - b. The contractor must have references and a past working record acceptable to the Program Administrator prior to the Administrator's recommendation of award to the Jones County Board of Commissioners;
 - c. The contractor must have demonstrated the ability to meet the performance criteria established in the Instructions to Bidders and the Contract for Housing Construction Work.
 - d. The contractor must have demonstrated the ability to meet standards of workmanship outlined in the Contractor's Handbook as witnessed by the Project Manager and Housing Inspector.
- 2) Assessment of conditions 1(c) and 1(d) above shall be based on the Program Administrator's review of contractor references and work performed in other locations, if the contractor has not performed recent rehabilitation housing work for Jones County.
- 3) If construction estimates are prepared, no contract award shall be made if the contract price is less than 85% or more than 115% of the Program Administrator's final estimate. The Program Administrator will document negotiation of bids and/or estimates before contract awards are made.
- 4) In a case where an individual contractor is performing adequately, but he is the low bidder on more houses than he can complete within 120 days following the bid opening, (based on past performance), Jones County shall reserve the right to reject bids for those surplus houses, and award those houses to the next lowest bidders meeting the guidelines outlined herein, in the interest of efficient completion of rehabilitation, demolition, and replacement housing activities. Jones County also reserves the right to reject bids and award contracts to alternate bidders in

the interest of maintaining an efficient work schedule consistent with performance standards mandated by the funding agency.

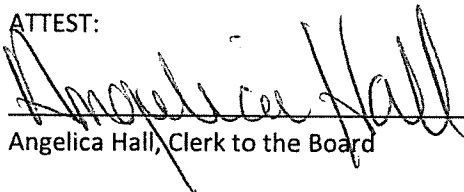
- 5) Jones County reserves the right to rescind contract awards made prior to contract execution if circumstances beyond the control of Jones County, including directives by the funding agency or homeowner's non-participation, prohibit Jones County's participation in the contract as Owner's Representative.
- 6) Any action, either restrictive or affirmative, taken under these guidelines, shall be in the interest of an efficiently-managed DRA program, and will be without self-interest on the part of any member of the Jones County Board of Commissioners or Jones County staff; and furthermore, shall be without regard to race, creed, sex, color, or national origin.
- 7) The Jones County Board of Commissioners realizes the importance of prompt action in the interest of maintaining satisfactory work progress. Therefore, the Jones County Manager is hereby authorized to approve and execute all housing rehabilitation, replacement housing, and demolition change orders less than 15% of current contract value.

Adopted this 10 day of October 2019.



W. Michael Haddock, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica Hall, Clerk to the Board

JONES COUNTY
NC DISASTER RECOVERY ACT PROGRAM (DRA-2018)
Temporary Relocation Policy

WHEREAS, Jones County has been awarded an NC Disaster Recovery Act Program (DRA-2018) Grant; and,

WHEREAS, temporary relocation payments and assistance are approved activities under the DRA Program's Funding Agreement for households who receive conventional rehabilitation, lead based paint abatement, and on-site housing replacement (reconstruction) assistance; and,

WHEREAS, Jones County wishes to provide temporary relocation assistance and moving assistance to households temporarily displaced as a result of conventional rehabilitation, lead based paint abatement and on-site replacement (reconstruction) housing;

NOW, BE IT THEREFORE RESOLVED:

The Jones County Board of Commissioners hereby adopts the following temporary relocation policy, to be used during implementation of the NCDRA Program:

A. INTENT OF POLICY

Under the DRA Programs, Jones County plans to carry out certain activities that will improve the living environment of the affected participants. This policy information applies to any homeowner who is required to temporarily relocate as a result of carrying out conventional rehabilitation, lead based paint abatement, or on-site replacement (reconstruction) housing activities under the programs.

It is the intent of this policy to enable a homeowner to receive limited assistance when renting a temporary housing unit. This assistance is offered to help address the financial burden that is often associated with temporary relocation. The low to moderate income homeowner families and individuals that this Policy is designed for will be offered this assistance only if they are required to temporarily relocate as a result of the project.

B. HOMEOWNER REPLACEMENT HOUSING

If any project activities require a homeowner to be temporarily relocated, the homeowner will receive a notice informing him/her of the date by which the unit must be vacated and approximate duration of the temporary relocation. Homeowners may be eligible to receive the moving benefits and temporary housing expenses offered in Section C. of the policy if the homeowner moves to a temporary unit that is decent, safe and sanitary, and suitable for the needs of the household. Therefore, even though a homeowner may seek his/her own replacement housing, an agreement to temporarily rent a dwelling should not be entered into until the unit has been inspected and approved by a member of Jones County's staff or designated building inspection official.

C. TEMPORARY REPLACEMENT HOUSING ASSISTANCE - HOMEOWNER

In general, the temporary replacement housing assistance for homeowners, subject to participation in Jones County's rehabilitation/reconstruction program, is as follows:

Moving Benefits

1. Actual moving expenses and storage costs paid to a bonded and licensed moving company for the move to the temporary housing unit. Jones County will provide the mover.
2. Actual moving expenses costs paid to a bonded and licensed moving company for the return move to the homeowner's housing unit. Jones County will provide the mover.
3. A homeowner shall be reimbursed for the disconnection and connection costs for the homeowner's utilities, telephone, and cable (if required) for the move to the temporary unit and for the return move to the homeowner's housing unit.

Temporary Housing Expenses:

A homeowner may be reimbursed for actual reasonable documented rent and utilities (electric, water/sewer, and gas) incurred at the temporary replacement dwelling.

In order for a homeowner to receive reimbursement of the Temporary Housing Expenses, the temporary replacement dwelling must be inspected and approved by a member of Jones County's staff (or building inspection official if designated) as decent, safe and sanitary, and adequate to meet the homeowner's occupancy needs. A premature move may result in loss of eligibility for a temporary housing expense payment.

D. DECENT, SAFE AND SANITARY HOUSING

Housing is to be considered decent, safe and sanitary housing if it is sound, clean, weathertight, and in standard condition. The unit must have hot and cold running water, a private inside toilet, bathing facilities, and be in compliance with the local housing codes. The unit must also be in compliance with the local occupancy codes to avoid overcrowding.

E. FAIR HOUSING LAWS

If a family or individual is unable to temporarily rent a replacement dwelling because of discriminating practices related to race, color, creed, disability, familial status, or national origin, the form HUD 903, Housing Discrimination Complaint, will be made available to each family or individual so aggrieved.

Jones County will take positive action to assist each family and individual in completing the form and filing the complaint. The Jones County staff will help assure a family or individual the full opportunity to relocate to a temporary dwelling provided for them or to a unit of their choice that meets the required inspection standards.

Adopted this 10 day of October 2019.

W. Michael Haddock
W. Michael Haddock, Chairman
Jones County Board of Commissioners

ATTEST:

Angelica Hall
Angelica Hall, Clerk to the Board

JONES COUNTY
NC DISASTER RECOVERY ACT PROGRAM (DRA-2018)
Procurement Standards Policy/Plan

Policy

Jones County will comply with the terms and conditions of Federal and/or State funding that is awarded and accepted, including but not limited to, the terms and conditions of Grant Contract, Title 2 CFR Part 200, and HUD implementing regulations contained in 24 CFR Section 570.489(g) which are incorporated by reference and included herein to the extent of its applicability. The County, as the recipient of Federal and/or State CDBG funds as well as NC Disaster Recovery Act funds, acknowledges its responsibility to and will adhere to the aforesaid North Carolina State and Federal Procurement Policies.

Jones County will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms. Additionally, the County will demonstrate contract cost and price awareness, and adhere to awarding agency review provisions (Title 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards).

Plan

All procurement of goods and services by the County with NCDRA grant funds shall be accomplished in accordance with the regulations of **Procurement Standards**, where applicable, Recipient shall follow the procurement standards established in the "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards" (2 CFR Part 200) and HUD implementing regulations contained in 24 CFR Section 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 CFR 570.489 (g) and 24 CFR 135.38, or the North Carolina General Statutes applying to procurement in general by the North Carolina municipalities and counties.

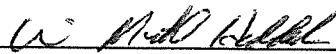
When the Federal and State regulations are different, the more restrictive regulations shall apply to the procurement in question. Additionally, the County will adhere to the following guidelines during procurement of goods and services with Federal funds:

- In all cases where goods or services are procured on the basis of one bid or proposal received, the County will follow established principles included in OMB Circular A 87 to verify the reasonable cost of the procurement, and shall contact the State agency supervising the grant program before making any contract award on the basis of non-competitive negotiation.
- Underutilized businesses, including women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the County, and such firm(s) shall be solicited for

all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for good and services.

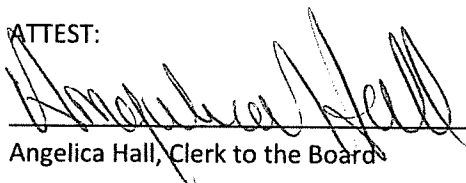
- The County shall develop a written scope of work for each service to be awarded on the basis of *competitive negotiation*, which shall include descriptions of tasks to be completed, project timetables, and outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All *competitive negotiations* shall be awarded strictly on the basis of written selections procedures, and cost shall not be the sole or more important factor in selection of services through the use of *competitive negotiations*.
- Prior to any contract award, the County shall verify the contractor's eligibility to participate in a federally-assisted program.
- No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The County shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- The County shall request references, or check references, of contractors or firms who are awarded contracts with Federal grant funds, and will request a written warranty for all goods and services provided through small purchases requests.
- The County shall not award any contract for federally-assisted projects on a contingency or cost plus percentage of cost basis.

Adopted this 10 day of October 2019.



W. Michael Haddock, Chairman
Jones County Board of Commissioners

ATTEST:



Angelica Hall, Clerk to the Board